

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 20**

CALIFORNIA FACULTY ASSOCIATION (CFA)

Employer

and

Case 20-RC-369408

**CALIFORNIA HIGHER EDUCATION STAFF
UNION (CHESU)**

Petitioner

DECISION AND DIRECTION OF ELECTION

California Faculty Association (Employer or CFA) is a labor organization with facilities located across California. Bd. Exh. 2.¹ On July 16, 2025², Petitioner filed the instant petition seeking an *Armour-Globe* self-determination election³ among a group of approximately 19 office managers to determine whether they wish to be included in the existing unit described below.

No party disputes that the office managers comprise a distinct, identifiable group of employees that share an internal community of interest. However, the parties disagree as to whether the office managers share a community of interest with the existing unit sufficient to warrant the direction of a self-determination election.⁴

A hearing officer of the Board held a hearing in this matter on July 28. As explained below, based on the record and relevant Board law, I find that the petitioned-for unit of office managers does not share a community of interest with the existing unit of professional and support staff employees, and will not be accorded a self-determination *Armour-Globe* election. Rather, I find that the office managers constitute a separate appropriate bargaining unit, and I shall direct a mail-ballot election among the office managers to determine whether they wish to be represented by Petitioner in a standalone unit for purposes of collective bargaining.

¹ The Board's exhibits will be referenced as "Bd. Ex. ____." Employer exhibits are referenced as "Er. Ex. ____"; Petitioner exhibits as "Pet. Ex. ____"; and Joint exhibits as "Joint Ex. ____." Portions of the transcript are referenced as "Tr. ____." I do not necessarily cite to the record in all instances, particularly where facts are uncontroverted or otherwise clearly established.

² All dates herein are calendar year 2025 unless otherwise specified.

³ See *Globe Machine and Stamping Co.*, 3 NLRB 294 (1937); *Armour and Company*, 40 NLRB 1333 (1942).

⁴ See, e.g., *Warner-Lambert Co.*, 298 NLRB 993 (1990).

OVERVIEW OF BOARD LAW

A self-determination election is the proper method by which a union may add unrepresented employees to an existing unit. To do so, it is necessary to determine the extent to which the employees to be included share a community of interest with the employees in the existing unit, as well as whether the employees sought to be added constitute an identifiable, distinct segment so as to constitute an appropriate voting group. *Warner Lambert Co.*, supra at 995; *Capital Cities Broadcasting Corp.*, 194 NLRB 1063 (1972). The party seeking the self-determination election – in this case, the Petitioner – bears the burden of proof as to the foregoing elements. *Id.*

The Board determines community of interest by examining a number of factors, including whether the employees at issue are (1) organized into the same or separate departments; (2) have distinct skills and training; (3) have distinct job functions and perform distinct work; (4) the amount and type of job overlap between classifications; (5) the amount of interchange with other employees; (6) are functionally integrated with the employer's other employees; (7) have frequent contact with other employees; (8) are separately supervised; and (9) have distinct terms and conditions of employment.⁵ *United Operations, Inc.*, 338 NLRB 123, 123 (2002).

THE EXISTING AND PETITIONED-FOR UNITS

As described by the parties' collective bargaining agreement (CBA), the Petitioner is the exclusive collective-bargaining representative for CFA's Professional and Support Staff:

The Professional Staff are composed of all full-time, part-time, temporary professional staff, and interns (not student interns) if paid directly by CFA. The current professional staff classifications are: Field Representative, Legislative Director, Political Organizer, Communications Director, Communications Specialist, Research Specialist, Representation Specialist, and Student Organizing Coordinator. Excluded from the Professional Staff are all Managers, Supervisory/ Confidential Employees, Clerical Support Staff and Campus Service Representatives (CSRs). Excluded from the Professional staff are all Managers, Supervisory/Confidential Employees, Clerical Support Staff, and Campus Service Representatives (CSRs).

The Support Staff are composed of temporary, part-time and full-time support staff. Excluded from the Support Staff are all supervisory/confidential, CSRs, chapter employees, college interns, professional and management employees. See Joint. Ex. 2.

⁵ Bear in mind that in the *Armour-Globe* community-of-interest context, differences in terms and conditions of employment that resulted from collective bargaining are afforded less weight. See e.g., *Frontier Telephone of Rochester, Inc.*, 344 NLRB 1270, 1273 fn. 12 (2005).

By its July 16 petition, Petitioner seeks to include all full-time and regular part-time office managers, who were initially excluded from the existing unit.

THE EMPLOYER'S OPERATION AND CHAPTER ORGANIZATION

CFA is a labor organization that represents faculty at all 23 California State University campuses. CFA has chapter offices located on every campus, each of which has its own bylaws, executive board, and budget. Margarita Berta-Avila serves as CFA President and Janeth Rodriguez as the Executive Director. The Field Department is led by NorCal Organizing Director Kim Carter Martinez and SoCal Organizing Director Michelle Cerecerez. The organizing directors manage the field representatives, who are also in the Field Department. The field representatives give direction to the office managers in coordination with their respective executive board, which separately supervises the office managers. The office managers are not on the Employer's organizational chart. Er. Ex. 1.

Office managers and non-bargaining-unit campus service representatives (CSRs) and student interns work at chapter offices to serve members at a particular campus. The field representatives primarily work at home and in the field but occasionally perform work at their designated chapter office. All other unit employees work out of the statewide Sacramento office or work remotely. Chapter offices are funded through a rebate structure from the statewide office. They receive 7.5% of the dues from their particular campus. Tr. 40. Chapter offices use their funding to pay their office manager's salary. Tr. 43. Most, but not all, chapter offices have an office manager, and one chapter office has two office managers. Tr. 51-52. Chapters also fund all CSR salaries, while the statewide office funds the field representatives and the first student intern hired by chapters through a specific program. Tr. 42, 144-145.

THE COMMUNITY OF INTEREST QUESTION

As discussed above, the parties agree that the office managers constitute an identifiable, distinct segment that constitutes an appropriate voting group. The only dispute is whether the office managers share a community of interest with the existing bargaining unit (Unit). *Warner Lambert*, supra. The Petitioner bears the burden of proof in this regard, and it introduced record evidence in support of its position that the office managers share a community of interest with the Unit primarily vis-à-vis the field representatives.

Organization of the Employer – Departmental Lines

One consideration in any unit determination is whether the subject employees conform to an administrative function or grouping of an employer's operation. See e.g. *Bergdorf Goodman*, 361 NLRB 50, 52 (2014), and *K&N Engineering, Inc.*, 365 NLRB 1392, 1394 (2017), where the Board found that petitioned-for units lacked a community of interest, in part, because the petitioned-for units did not track any of the employer's organizational or functional lines.

The Employer's operation is organized into one central, statewide office in Sacramento and 23 separate chapter offices. Each of the chapter offices operates with some degree of

autonomy apart from the statewide office. Each office typically determines their own governance structure by maintaining their own sets of bylaws, which are approved by the CFA Board of Directors. Tr. 38.

The Employer's organization chart shows the field representatives in the Field Department and other Unit employees are listed in other departments, such as the Research and Communications Department, Government Relations Department, and Representation Department. The office managers are not in any of the departments listed on the organization chart. Office managers spend their time on campus supporting the office and the field representatives in their performance of certain organizing and representation work by scheduling meetings and handling other administrative tasks.

In self-determination cases, the Board considers whether the existing unit consists of employees spread across several departments and will assess the unit placement of the petitioned-for voting group "in the context of that diversity," if any. *MV Transportation*, 373 NLRB No.8, slip op. at 6 (2023) (observing that "the parties agreed to a diverse unit straddling two departments, and the unit placement of the maintenance supervisors should be assessed in the context of that diversity"). Here, although the existing Unit employees are spread across several departments, the office managers are not in any of the Employer's departments listed on its organization chart. Each chapter is solely responsible for their own office manager(s) if they employ one (or more). The Unit employees primarily work remotely or in the central Sacramento office, while the office managers work at the chapters. In these circumstances, where the office managers and the existing Unit do not conform to the same administrative grouping or function, I find that this factor weighs against finding that the community of interest exists between the existing Unit and the office managers.

Interchange

Interchange refers to temporary work assignments or transfers between two groups of employees. Frequent interchange "may suggest blurred departmental lines and a truly fluid work force with roughly comparable skills." *Hilton Hotel Corp.*, 287 NLRB 359, 360 (1987). Also relevant for consideration is whether there are permanent transfers among employees in the proposed voting unit and the existing bargaining unit. However, the existence of permanent transfers is not as important as evidence of temporary transfers. *Hilton Hotel Corp*, supra.

The record reflects one instance of one office manager temporarily transferring to a field representative role in 2023. Tr. 91. Notably, despite the temporary transfer into that position, the office manager did not file any grievances or represent employees in grievance procedures. Tr. 100.

Given the paucity of evidence of interchange, I find that this factor weighs against finding that a community of interest exists between the existing Unit and the office managers.

Frequency of Contact Among Employees

Work-related contact among employees, including whether they work beside one another, is another factor to consider. *Casino Aztar*, 349 NLRB 603, 605-606 (2007). Office managers interact regularly with field representatives on work assignments and when they overlap in the chapter office. Tr. 57. They also interact during social events, rallies, protest actions, and other work activities. Tr. 131. Office managers who handle social media also have contact with the communications director and communication specialists in the Unit during their training and as part of a social media group to unify style across chapters.

Although the record is silent as to the frequency of the office managers' contact with the communications personnel, I find that the frequent contact between office managers and field representatives weighs in favor of finding that a community of interest exists between the office managers and the existing Unit.

Degree of Functional Integration

Functional integration is present when employees must work together and depend on each other in order to accomplish their overall duties.⁶ The field representatives and office managers work together in chapter offices to implement statewide campaigns and serve members on their particular campus. Tr. 84. They check in with each other often to review upcoming tasks and prepare for meetings or on-campus events. Office managers' duties vary, but they typically support field representatives by reserving rooms, ordering food, sending out membership emails and updating social media. Tr. 56, 83. They also provide administrative support by making copies of materials for upcoming activities or meetings. Tr. 55. However, if office managers are not available to prepare for meetings or there is no office manager employed by the chapter office, field representatives will make those preparations themselves. Tr. 72. 94.

Experienced office managers are often knowledgeable about the Employer's CBA with California State University and handle intake for membership questions, but they typically refer questions to the field representative or other appropriate person. Tr. 38.

Because the field representatives and office managers collaborate on the same campaigns, work together to service the members in their chapter, and rely on each other to perform certain of their daily tasks, I find that the office managers are functionally integrated with the field representatives, and accordingly, that this factor weighs in favor of finding that a community of interest exists among the office managers and the existing Unit.

⁶ See, e.g., *MV Transportation, Inc.*, above, slip op. at 5; *WideOpen- West Illinois, LLC*, 371 NLRB No. 107, slip op. at 7 fn. 16 (2022).

Employee Skills, Functions and Training

This factor examines whether disputed employees can be distinguished from one another on the basis of job functions, duties or skills. If they cannot be distinguished, this factor weighs in favor of including the disputed employees in one unit. Evidence that employees perform the same basic function or have the same duties, that there is a high degree of overlap in job functions or of performing one another's work, or that disputed employees work together as a crew, support a finding of similarity of functions. Evidence that disputed employees have similar requirements to obtain employment; that they have similar job descriptions or licensure requirements; that they participate in the same employer training programs; and/or that they use similar equipment supports a finding of similarity of skills. *Casino Aztar*, 349 NLRB 603 (2007); *J.C. Penny Company, Inc.*, 328 NLRB 766 (1999); *Brand Precision Services*, 313 NLRB 657 (1994); *Phoenician*, 308 NLRB 826 (1992).

The record generally reflects that some, but not all, office managers use the same platforms as field representatives (Scale to Win, Delivera, social media accounts) and attend the same training on these subjects. Tr. 129, 148. See Er. Ex. 11. However, the record makes clear that the office managers and field representatives perform distinct functions with distinct skill sets. Office managers perform primarily administrative duties such as space reservations, data collection, website updates, and emailing membership. Tr. 115-116. Field representatives handle grievance and other representational matters, such as representing faculty during investigations or disciplinary proceedings. Tr. 35. While certain experienced office managers are knowledgeable in representational matters due to their individual interest or extensive experience, they nevertheless perform their own administrative duties. The record also reflects that there are a few chapters without office managers where field representatives are left to perform certain administrative duties typically assigned to an office manager. However, they are the exception to the norm. The preponderance of the record evidence demonstrates that office managers and field representatives have distinct skills and functions.

I conclude that this factor weighs against finding that a community of interest exists among the two groups.

Common Supervision

Another community-of-interest factor is whether the employees in dispute are commonly supervised. In examining supervision, the Board looks to the identity of the subject employees' supervisors who have the authority to hire, to fire or to discipline employees (or effectively recommend those actions) or to supervise the day-to-day work of employees, including rating performance, directing and assigning work, scheduling work, and providing guidance on a day-to-day basis. *Executive Resources Associates*, 301 NLRB 400, 402 (1991); *NCR Corporation*, 236 NLRB 215 (1978). Common supervision weighs in favor of finding that a community of interest exists.

Here, there is no evidence of common supervision between the office managers and the existing Unit. The field representatives report to the organizing directors, while the executive

board and field representatives at each chapter oversee the office managers. Tr. 35, 136. The executive board and field representative handle the hiring of office managers⁷, but the statewide Human Resources Department communicates the job offer and onboards office managers. Tr. 96, 184. Field representatives approve office managers' time sheets, while the statewide Human Resources Department handles office manager leave requests. Tr. 126. The local chapter can recommend an office manager's termination, but it is the statewide office that has the authority to effectuate it. Tr. 74.

Due to the absence of common supervision, this factor weighs against finding that a community of interest exists between the office managers and the existing Unit.

Terms and Conditions of Employment

Examination of whether two groups share common terms and conditions of employment includes whether employees receive similar wage ranges and are paid in a similar fashion (for example hourly); whether employees have the same fringe benefits; and whether employees are subject to the same work rules, disciplinary policies and other terms of employment that might be described in an employee handbook. However, the fact that employees share common wage ranges and benefits or are subject to common work rules does not warrant a conclusion that a community of interest exists where employees are separately supervised, do not interchange and/or work in a physically separate area. *Bradley Steel, Inc.*, 342 NLRB 215 (2004); *Overnite Transportation Company*, 322 NLRB 347 (1996). Similarly, sharing a common personnel system and package of benefits does not warrant a conclusion that a community of interest exists where two classifications of employees have little else in common. *American Security Corporation*, 221 NLRB 1145 (1996). As noted above, in the *Armour-Globe* community-of-interest context, differences in terms and conditions of employment that resulted from collective bargaining are afforded less weight. See, *Public Service Co. of Colorado*, 365 NLRB No. 104, slip op. at 1 fn. 4 (2017).

In this case, the executive board and field representative in each chapter office typically determine the rate of pay, hours of work, and job description for the office managers in their chapter. However, these terms, along with chapter bylaws, must comply with the statewide bylaws and be approved by the CFA board of directors. Tr. 28, 38, 46-47.

The office managers earn between \$18 and \$40 per hour, while the existing unit is salaried. Tr. 182, Joint Ex. 4. Office managers all work part time, no more than 29 hours a week, while the existing unit works full time. Tr. 182, 194. Office managers do not receive any of the benefits that the existing Unit does under their CBA, including healthcare benefits, paid time off, long-term disability, and life insurance. Tr. 179, 195. The record is contradictory as to whether office managers receive 401(k) contributions from the Employer, but it is clear that they are eligible for the same SEIU defined benefit pension plan as the existing unit. Tr. 191. Under the employee handbook, office managers are subject to progressive discipline, which generally

⁷ Despite being involved in the hiring process, neither party contends, and the record evidence does not show, that the field representatives are supervisors within the meaning of Section 2(11) of the Act.

resembles Article 9 Discipline of Cause of the parties' CBA. Office managers receive workers' compensation insurance under the employee handbook. Tr. 197. It is unclear from the record whether the existing Unit employees were salaried, enjoyed the same or similar benefits as they currently do, or worked full time before the parties negotiated their collective-bargaining agreement(s). In other words, the evidence does not establish that the differences between the office managers' terms and conditions of employment and those of the existing Unit resulted from collective bargaining.

The existing unit members and office managers have virtually no terms and conditions of employment in common. Because the evidence does not establish that this is purely a result of collective bargaining, this factor weighs against finding that a community of interest exists among the Unit employees and the office managers.

CONCLUSION

Based on the above factors and findings, on balance, I conclude that the office managers do not share a community of interest with the existing Unit and that a self-determination *Armour-Globe* election among that voting group is not appropriate. However, I conclude that the office managers constitute an appropriate, separate standalone unit, and I am directing a mail-ballot election among that group to determine whether they wish to be represented by Petitioner. The parties agree that the office managers constitute an appropriate unit, the record demonstrates that the office managers constitute a separate appropriate unit for the purpose of collective bargaining; and the Petitioner has agreed to proceed to an election in any alternative unit found to be appropriate. Bd. Ex. 2; Tr. 212.

Based upon the entire record in this matter and in accordance with the discussion above, I conclude and find as follows:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.⁸

⁸ California Faculty Association, a California corporation, is a labor organization with California facilities located at 25800 Carlos Bee Boulevard, 2503 Music Building, Hayward; Siemens Hall, Room 3, Arcata; 106 Brighton Hall, Sacramento; 1600 Holloway Ave, HSS 331, San Francisco; 1 Washington Square, Clark Hall, Room 124, San Jose; Schulz 3008/3009, 1801 East Cotati Ave, Rohnert Park; 801 W. Monte Vista Ave, Turlock; 9001 Stockdale Highway, Dorothy Donohue Hall C-107, Bakersfield; 5048 N. Jackson Avenue M/S UM 106, Lab School, Room 158, Fresno; 100 Campus Center, Oaks Hall, Room 107, Seaside; CFA SLO-Bldg 38, Room 141, 1 Grand Avenue, San Luis Obispo; 1000 E. Victoria Street, South Academic Complex (SAC) 2119, Carson; 800 N State College Blvd, LH 402, Fullerton; 5151 State University Drive, Library South, Room 3078, Los Angeles; Sequoia Hall 283, 18111 Nordhoff St,

3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employer. See Bd. Ex. 2.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

5. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

Included:

All full-time and regular part-time office managers employed by the Employer at its California facilities.

Excluded:

All other employees, managers, confidential employees, and supervisors as defined by the Act

DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by California Higher Education Staff Union (CHESU).

A. Election Details

In accordance with the parties' agreement, the election will be conducted by mail. The ballots will be mailed to employees employed in the appropriate collective-bargaining unit from the office of the National Labor Relations Board, Region 20, on August 25, 2025, at 5:00 p.m. The mail ballots will be counted via ZOOM for Government on September 15, 2025, at 10:00

Northridge; Library (Building 15) Suite 2334, 3801 West Temple Avenue Pomona; AD-144, 5500 University Parkway, San Bernardino; Education Building, Room 106, 5500 Campanile Drive, Mail Code 8330, San Diego; Kellogg Library, Room 5002, 333 S. Twin Oaks Valley Road, San Marcos; One University Drive, 1519 Del Norte, Camarillo; Kendall 111C, 400 West First Street, Chico; 1250 Bellflower Boulevard, F04 Room 180, Long Beach; 200 Maritime Academy Drive, Technology Center, Room 142, Vallejo; 1110 K Street, Sacramento. During the past twelve months, a representative period, the Employer has collected and received dues and initiation fees in excess of \$100,000 in gross revenue, and provided services valued in excess of \$50,000 to customers in California who purchased and received goods valued in excess of \$50,000 directly from sources located outside the state of California. Bd. Ex. 2.

am. To be valid and counted, the returned ballots must be received in the Regional Office prior to the counting of the ballots.

Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by September 4, 2025, as well as those employees who require a duplicate ballot, should communicate immediately with the National Labor Relations Board by either sending an email to SanFrancisco.Region20@nlrb.gov, calling the Region 20 Election Clerk at 628-221-8837, or the Region 20 Office at (415) 356-5130. In order to receive the quickest response, employees should contact the National Labor Relations Board from the phone number or email address that is on record with the Employer, which is the information listed on the voter list. In order to maintain confidentiality and secrecy in this election, the voter should contact the National Labor Relations Board directly. Voters may ask the Employer which contact information it provided for use in this election. Requests by the election parties for a duplicate ballot on behalf of voters will not be accepted.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending August 15, 2025, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. In a mail ballot election, employees are eligible to vote if they are in the unit on both the payroll period ending date and on the date they mail in their ballots to the Board's designated office.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Also eligible to vote are all employees in the unit who have worked an average of four (4) hours or more per week during the 13 weeks immediately preceding the eligibility date for the election.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period, and, in a mail ballot election, before they mail in their ballots to the Board's designated office; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

C. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the regional director and the parties by August 21, 2025. The list must be accompanied by a certificate of service showing service on all parties. **The Region will not serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the enclosed Notice of Election in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The

Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution. Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review must be E-Filed through the Agency's website and may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001, and must be accompanied by a statement explaining the circumstances concerning not having access to the Agency's E-Filing system or why filing electronically would impose an undue burden. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review. Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

Dated: August 19, 2025

/s/ Daniel J. Owens

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